

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
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HOLIDAY PROVISION

FOR

**CARPENTER**

**Engineering Construction**

IN

SAN DIEGO COUNTY

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS  
and the  
ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC.  
MASTER ENGINEERING CONTRACTORS LABOR AGREEMENT  
2006 - 2010**

The Southwest Regional Council of Carpenters and the Associated General Contractors, San Diego Chapter, Inc., agree to modify and amend the 2002 -2006 Master Engineering Contractors Labor Agreement, as follows (redlined, underlined language is added, language struck out is deleted):

1. Change dates, change names of Trust Funds to reflect correct names and change name of Southern California Conference of Carpenters to Southwest Regional Council of Carpenters throughout Agreement.
2. Change Section 2 and throughout where appropriate to reflect new 4 year Agreement effective July 1, 2006. Add language to require notice of termination to be given at least sixty but no more than ninety (90) days prior to expiration.
3. Amend Section 4 to specifically reference layout and stripping "as assigned by the Employer" to covered work.
  2. The prefabrication or construction of forms for: footings, foundations, slabs, walls, suspended slabs or columns, for structures of all descriptions, whether made of wood, metal plastic, composition material or any other type of material including the erection thereof.
4. Amend Section 14 A to allow the Employer to retain 2 foreman after the steward:

.....It is recognized by the Employer that the Steward shall remain on the job as long as there is work being performed in his craft which he can perform capably, provided that the Employer may retain two (2) foreman at all times.....
5. Amend Section 17 to require the Employer to provide all safety equipment.

The Employer shall furnish for the use of his employees any necessary water proof or foul weather gear, safety helmets, safety shoes (with exception of shoe liners), or any other necessary protective clothing or safety equipment, except for safety shoes, as required by CAL-OSHA or the Employer. Employees may be held monetarily responsible for such items properly

checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded. No employee shall be disciplined or suffer any loss in wages or fringe benefits on account of having refused to perform work reasonably perceived by the employee to be dangerous to the employee's health or safety.

6. Add to Section 19 that employee taking and passing drug test will be paid up to 2 hours.

The Union recognizes the Employer's right to establish a drug testing policy for their employees. Any drug testing policy will conform to the standards of the Substance Abuse and Mental Health Services Administration (SAMSHA). An employee taking and passing a drug test will be paid for the time taken testing, up to two (2) hours. Any employee may be terminated for refusing to submit to drug testing, drinking on the job, drunkenness, dishonesty or for any lawful reason which affects the employees qualification to perform work on the jobsite. Any discharge may be subject to the grievance procedure.

7. Amend Section 20 to provide for double time after 12 hours and to provide a twelve hour break before an employee starts on a new shift.

A. **WORKDAY/WORK WEEK** Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work actually performed in excess of eight (8) hours in one day, up to twelve (12) hours, or forty (40) hours during any work week, and any work performed on a Saturday shall be payable at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour week for reasons beyond the control of the Employer, such as inclement weather, may voluntarily work a makeup shift (whole day only) on Saturday at the straight time rate of pay, with the approval of the Regional Council. Work on Sundays, holidays and after twelve (12) hours on any day shall be paid at double time.

B. No employee shall be required to work more than five (5) consecutive hours without a one-half ( $\frac{1}{2}$ ) hour meal break. When employees are required to work over five (5) hours without being provided with a one-half ( $\frac{1}{2}$ ) hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.

C. All starting and quitting times shall be determined by the Employer. If an employee has his shift changed in he will be paid the appropriate overtime rate for the first shift after the change unless there is at least a twelve hour break between shifts.

- .....
8. Amend Section 22 to provide for direct deposit of checks.

A. All wages due employees must be paid weekly on a designated pay day by the Employer on the jobsite prior to end of the employee's shift. Contractors may pay employees utilizing direct deposit as provided under California law

9. Amend Section 23 B. to provide that if Christmas or New Years falls on a Saturday, the preceding Friday shall be considered the legal holiday.

B. If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger. If Christmas or New Years falls on a Saturday the preceding Friday shall be considered a legal holiday.

10. Amend Section 27 to provide that an injured employee will be paid per Section 21 (2/4/6/8/ clause).

Employees who are, as a result of an industrial injury not caused by their violations of State Law, CAL-OSHA standards or violation of the posted Employer's Safety Procedures, unable to complete a full day's work, shall be paid in accordance with the provisions contained in ~~Section 22~~ Section 21 until returned to his vehicle.

11. Amend Section 31 G to provide for a \$3.00 per hour differential for foreman.  
12. Delete Section 31J

~~d. This Agreement will in no way negate existing jurisdictional Agreements between the Union signatory to this Agreement and other building trades unions.~~

13. Amend Section 32 to provide for the following wage increase, to be allocated by the Union:

7/1/2006	\$2.00 to be allocated \$0.10 to Dues and \$1.90 to wages
1/1/07	\$0.25 to be allocated to pension
7/1/2007	\$2.25 to be allocated by the Union.
7/1/2008	\$2.25 to be allocated by the Union
7/1/2009	\$2.25 to be allocated by the Union.

On jobs advertised before July 1, 2006 wage rates will increase by \$1.40 effective July 1, 2006 (allocated \$1.30 to wages and \$0.10 to dues) and an additional \$0.25 allocated to pension effective January 1, 2007. This rate will be effective for one year.

14. Delete the following language from Section 34 A:

The Employers and the Union recognize the need for a trained work force and to this end indenture apprentices and trainees in full conformity with the National Joint Apprenticeship and Training Standards, the California State Apprenticeship and Training Standards of the trade, which have been approved and agreed to by the authorized representatives of the Employer and the Union signatory hereto. The aforementioned apprenticeship and training standards are hereby made a part of this Agreement.

15. Amend Section 35.1 to change Millwright apprenticeship to five year program with wages for 1<sup>st</sup> period starting at 50% of journeyman and increasing by 5% per period. APP

16. Amend Section 35 A 7 to establish minimum wage scale for General Foreman.

7. Millwright Foreman assigned responsibility over one or more Millwright Foreman shall receive \$2.00 per hour more than the foreman pay and shall be called a General Foreman. Millwright General Foremen shall be responsible for issuing directions to Millwright Foremen and shall receive \$3.00 over the Millwright foreman.

17. Amend Section 35 to provide for subsistence of \$35.00 per day when a Millwright has to travel to project over 50 miles from San Diego Courthouse. TRA

18. Amend Section 36 dealing with divers to correspond to changes agreed to by diving contractors, subject to review by SD AGC. & SUB

19. Amend Section 36A to allow free solicitation for Piledrivers and give employers the right to transfer piledrivers and to call piledrivers by name from out of work list without limitation.

20. Add contribution of \$0.10 per hour for San Diego Construction Advancement Fund (SDCAF). SDCAF

ASSOCIATED GENERAL CONTRACTORS OF AMERICA,  
SAN DIEGO CHAPTER, INC.

  
JIM RYAN, EXECUTIVE DIRECTOR

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

  
GORDON K. HUBEL, CONTRACT ADMINISTRATOR

2001- 2002

MASTER ENGINEERING CONTRACTORS  
LABOR AGREEMENT

BY AND BETWEEN

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC.

AND

THE SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

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Prior to payment of wages the Employer may require the employee to sign a time card confirming the accuracy of said time card. A copy of the signed time card will be furnished to the employee. Should the Employer's pay day fall on a legal, recognized holiday, Employer may pay his employees on the next regularly scheduled work day, however, every reasonable effort will be made by the Employer to pay his employees prior to the Holiday.

B. Each individual Employer shall provide with each payroll check an itemized check stub showing separately each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name and address of the individual Employer, with each payroll check showing separately vacation contribution and regular deductions, the rate of pay, straight time and overtime hours worked for the payroll period and ending date. There shall be no cash payment of any nature or kind whatsoever. Each check shall show the name of the Employee.

C. Upon layoff or discharge for any reason the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received (not to exceed thirty (30) calendar days and not more than eight (8) straight time hours pay shall be charged for any calendar day.)

## **SECTION 23**

### **HOLIDAYS**

The following days are recognized as Holidays:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day (November 11)  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day.

B. If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

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**MEMORANDUM OF UNDERSTANDING  
ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER  
and  
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS**

The 1998-2002 Master Engineering Agreement between the Associated General Contractors, San Diego Chapter and the Southern California Conference of Carpenters will be amended as follows:

1. Sec. 1 (A) Change date, delete "AFL-CIO" (make these changes where ever appropriate).
- (B) Change reference from "District Councils" to "Regional Council" (where ever it appears).
2. Sec. 2 Change dates to July 1, 2002 and July 1, 2006 (where ever appropriate).
3. Sec. 6 (B) Change incorrect references to Sections 16 and 30 to 15 and 29, respectively.
4. Sec. 7 (C) Change reference to "subsequent anniversary date" to "subsequent expiration date".
5. Sec. 8 (B) Amend Section as follows:

B. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Labor Agreement can best be maintained by the Unions' unilaterally adopted policy of insuring uniform benefits for all the workers it represents in their work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in this Agreement in San Diego County, the parties will be notified and such Agreement shall be made available to the signatories hereto. ~~The term or condition adopted by signators to this Agreement may be implemented by such Employer's on any or all projects for the duration of this Agreement. Prior to granting any Employer such more favorable term or condition, the Union shall give the association written notice of its intention to grant the more favorable term or condition. If the Union fails to give such notice, each Employer signatory to this Agreement can thereafter rescind this Agreement as it applies to each such Employer, or pursue a claim against the Union for money damages, through the grievance procedure provided below. Term of the Agreement is not considered a more favorable condition which an Employer may pick or chose.~~

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6. Sec. 14 (D) Change reference to Section 28 to Section 29.

7. Sec. 20 (A) Change by deleting "voluntary" makeup day and replacing with "inclement weather/act beyond control" makeup:

A. **WORKDAY/WORK WEEK** Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work actually performed in excess of eight (8) hours in one day or forty (40) hours during any work week, and any work performed on a Saturday shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour week for any reason for reasons beyond the control of the Employer, such as inclement weather, may voluntarily work a makeup shift (whole day only) on Saturday at the straight time rate of pay, with the approval of the Regional Council.

8. Sec. 20 (D) Change as follows:

The Employer may, with notice to the Union, and where a majority of the employees of the effected craft on the jobsite concur, establish a special straight time or multiple shift arrangement calling for four (4) ten hour days to run consecutively, except for inclement weather, major breakdown or suspension of the project in which an additional ten hour day (Friday or Saturday) may be utilized to complete the forty hour week.

9. Sec. 21 (G) Delete, provision is repeated in Sec. 31 (D)

10. Sec. 31 (A) Delete "AFL-CIO".

11. Sec. 31 (E) Increase welder premium to \$1.00 per hour.

12. Sec. 31 (G) Increase foreman premium to \$2.00 per hour.

13. Sec. 32 Increase wages as follows:

July 1, 2002 \$1.50

July 1, 2003 \$1.55

July 1, 2004 \$1.55

July 1, 2005 \$1.55

Increases to be allocated by Union.

Increase for July 1, 2002 will be allocated 15¢ increase in Health & Welfare, 6¢ to Vacation/Supplemental Dues and 4¢ to Apprenticeship.

14. Sec. 33 Delete entire Section.
15. Sec. 35 (A) Change Foreman premium to \$2.00, change General Foreman differential to \$2.00 over Foreman
16. Sec. 35 (B) Change welder premium to \$1.00 per hour.
17. Sec. 35 (L) Same wage increase as Carpenters.
18. Sec. 36 (D) Increase welder premium to \$1.00 per hour.
19. Sec. 36 (E) Increase Foreman premium to \$2.00 per hour.
20. Sec. 36 (K) Same wage increase as Carpenters.
21. Sec. 37 (D) Change date to 2002, and increase amount as allocated by Southern Conference delegates
22. Sec. 38 (A) Change reference to "Building Trades" to "Regional Council".
23. Change Section 35 dealing with Millwrights and Section 36 dealing with Divers to reflect changes agreed to be the Millwright Employers and those employers who perform diving work. The San Diego AGC will review the changes prior to their inclusion in the Agreement.

**ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER**

  
Jim Ryan, Executive Director

**SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS**

  
Gordon K. Hubel, Contract Administrator